



CCO 1

Gerke Excavating
15341 State Hwy 131, S
Tomah, WI 54660
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Phone (608) 372-4203
Fax (608) 372-4139

To:
City of Aransas
Attn: Eric V

Project:
City of Aransas Pass, TX
Drainage Improvements
Greenwood Ave, Saunders St and Deberry St

Proposal #:
Q21699-00 CCO1 Revised

Date:
2/17/2022
Revised 3/18/2022

| Line Number | Item Number | Bid Item | Unit | Quantity | Unit Price | Total Cost | Notes per Item |
|-----------------|-------------|--|------|----------|------------|-------------|----------------|
| 1 | 100.2000 | Saunders and Deberry Ave Intersection Curb Replacement | Lf | 20.00 | \$ 127.33 | \$ 2,546.60 | |
| 2 | 100.2000 | Greenwood Ave Curb and Gutter Replacement | Lf | 46.00 | \$ 88.01 | \$ 4,048.46 | |
| Total Bid Price | | | | | | \$ 6,595.06 | |

Exclusions/Clarifications/Notes

Permits, Bonds and testing excluded.

Final quantity will be invoiced as placed in field. Quote CCO quantity for estimating purposes only.

Sincerely,

Kyle Whaley
Gerke Excavating

The terms listed hereon are satisfactory and (I)(We) hereby authorize the performance of said work.

Signed: _____ Date: _____

Printed Name: _____ Title: _____

ADDITIONAL AGREEMENT PROVISIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material are conclusively accepted as satisfactory unless accepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra costs involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining all permits which may be required in connection with the performance of this Proposal/Contract.

DELINQUENCY CHARGE

Payment is due and payable upon completion of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statue, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

This written Proposal/Contract contains the entire Agreement and understanding between the parties, and no provisions, terms, warranties, representations or promises, either expressed or implied, other than those set forth herein are binding on either party.